the money to Alfred Macch, 151 South Detroit street. Appellant, with this information before it, sent a notice to the party living at 151 South Detroit street, but, as heretofore stated, paid the money to one not living at 151 South Detroit street, but to one who, when asked where he was staying, gave an altogether different address. There is no evidence that the impostor made any claim that he resided at 151 South Detroit street. There is evidence that the identification card and letters produced by the impostor bore an address, but there is no claim or contention in this case that the address was 151 South Detroit street, or that his name was Alfred Macch. Indeed, he gave a different name and a different address.

"Appellant contends that in accepting the money it undertook to deliver it 'to such person as its agent believes to be the abovenamed payee'; that its undertaking was not to pay the person its agent reasonably believed, or should, in the exercise of diligence, have believed, to be the person named, and that it is absolved when payment is made to one whom its agent in fact believed was the payee. The waiver of identification under consideration did not relieve appellant from the exercise of reasonable care in identifying the person to whom the money should have been paid, or in arriving at a belief as to the identity of such person. Appellant, notwithstanding the waiver of identification, was required to exercise reasonable care in that behalf, and if it failed to do so, and as a result of such failure it paid the money to an impostor, it is liable to appellee for any loss occasioned by reason of such neglect."

Wills—Will Made as Part of Initiation into Secret Society.—In the case of In re Watkins' Estate, 198 Pac. 721, the Supreme Court of Washington held that a will made as part of ritualistic work at a time when testator was taking a degree in a secret order is not necessarily invalid.

The court said in part: "It developed in the testimony that the instrument was executed on November 16, 1903, some thirteen years prior to the death of Mr. Watkins, at a time when there was being conferred on him a degree of the secret order mentioned. It was testified by members of the order that the making of a will was a part of the ceremony of the particular degree, required of all candidates who had not theretofore made a will. The members of the order testifying did not, however, altogether agree as to the purpose of the requirement. One testified that it was ceremonial only, a part of the ritualistic work, and not intended as a testamentary disposition of property. Two others testified to a contrary view; the substance of their testimony being that all members of the order who had taken this degree were expected to die testate, and that, while the will executed on the particular occasion, like all other wills, was subject to modification by subsequent codicils or revocation by subsequently executed wills, it is intended and regarded as testamentary.

"There would seem to be no legal objection to regarding a will so executed as a valid will. The time, place, or circumstances of the execution of an instrument in form testamentary are material only as they bear upon the question of intent. It is well settled, of course, that an instrument offered for probate as a will, however formal may have been its execution, will not be admitted to probate as such unless it was executed by the testator with testamentary intent. If it is executed under compulsion, undue influence, as a part of a ceremonial, for the purpose of deception, or for the purpose of perpetrating a jest, it is not a will, but the fact that it was executed at a time when the testator was taking a degree in a secret order is not alone sufficient to reject it as a valid testamentary disposition of property. A valid will may be made under these circumstances as well as under any other. The question being one of intent, if it fairly appears that the testator intended it as his will, there is no valid legal reason, because of the place of its execution, why the courts should not give it effect as such."

Workmen's Compensation Act—Death Resulting from Breathing Gas.—In General American Tank Car Corporation *v.* Weirick, 133 N. E. 391, the Appellate Court of Indiana held that in a proceeding under the Workmen's Compensation Act to recover compensation for death, where there was evidence that deceased, though diseased, was performing his duties with substantial regularity, and that he breathed gases and fumes from molten brass, but had been affected by the gas before, the Industrial Board was justified in finding that death was the result of an accident, and not of disease.

The court said in part: "There was some evidence that the deceased breathed the fumes and gases arising from molten brass and was thereby accidentally injured, which injury resulted in death, and we hold that the Industrial Board was fully justified in its finding that the deceased came to his death by accidental means while in the due course of his employment. An accident has been repeatedly defined by this court, industrial appeals, as an unlooked for mishap, an untoward event, which is not expected or designed. United Paper Board Co. *v.* Lewis, 65 Ind. App. 356, 117 N. E. 276; Haskell-Barber Car Co. *v.* Brown, 67 Ind. App. 178, 117 N. E. 555; Puritan Bed Spring Co. *v.* Wolfe, 68 Ind. App. 330, 120 N. E. 417. An injury may be the result of accidental means, though the act involving the accident was intentional. U. S. Casualty Co. *v.* Griffis, 186 Ind. 126, 114 N. E. 83, L. R. A. 1917F, 481; Western Commercial Travelers' Ass'n *v.* Smith, 85 Fed. 401, 29 C. C. A. 223, 40 L. R. A. 653. The principle is well expressed in the last case cited, in which the court defines 'accidental means' as follows:

"'An effect which is not the natural or probable consequence of